

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION**

IN RE:

GOODRICH QUALITY THEATERS, INC.

Case No. 20-00759-swd

Chapter 11

Hon. Scott W. Dales

Debtor.

**COVER SHEET FOR MOTION TO USE CASH
COLLATERAL OR TO OBTAIN CREDIT**

The debtor has filed a motion to use cash collateral or to obtain post-petition financing, which is attached to this Cover Sheet. In accordance with LBR 4001-2(b), the debtor has identified below, by page and paragraph number, the location in the proposed order accompanying the motion of each of the following provisions:

Provision	Contained in Proposed Order	Location in Proposed Order
(1) Provisions that grant liens on the estate's claims and causes of action arising under Chapter 5 of the Code.	<u> </u> YES <u> X </u> NO	Page <u> </u> ¶ <u> </u>
(2) Provisions that grant cross-collateralization protection to the prepetition secured creditor (i.e., clauses that secure prepetition debt with categories of collateral that were not covered by the secured party's lien prepetition) other than liens granted solely as adequate protection against diminution in value of a prepetition creditor's collateral.	<u> </u> YES <u> X </u> NO	Page <u> </u> ¶ <u> </u>
(3) Provisions that establish a procedure or conditions for relief from the automatic stay.	<u> X </u> YES <u> </u> NO	Page <u> 15 </u> ¶ <u> 14 </u> Page <u>30-32</u> ¶ <u> 24 </u>
(4) Provisions regarding the validity or perfection of a secured creditor's prepetition liens or that release claims against a secured creditor.	<u> X </u> YES <u> </u> NO	Page <u>6-8</u> ¶ <u> 4 </u> Page <u>28-30</u> ¶ <u>21</u>
(5) Provisions that prime any lien without that lienholder's consent.	<u> </u> YES <u> X </u> NO	Page <u> </u> ¶ <u> </u>
(6) Provisions that relate to a sale of substantially all of the debtor's assets.	<u> X </u> YES <u> </u> NO	Page <u>17-19</u> ¶ <u> 16 </u>
(7) Provisions for the payment of professional fees of the debtor or any committees, including any carve-outs for such payments.	<u> X </u> YES <u> </u> NO	Page <u>22-24</u> ¶ <u>17</u>

(8) Provisions for the payment of prepetition debt.	<u> </u> YES <u> X </u> NO	Page <u> </u> ¶ <u> </u>
(9) Provisions that waive the debtor's exclusive right to file or solicit acceptances of a plan during the time periods specified in 11 U.S.C. § 1121.	<u> </u> YES <u> X </u> NO	Page <u> </u> ¶ <u> </u>
(10) Provisions that require the debtor's plan to be on terms acceptable to the secured creditor.	<u> </u> YES <u> X </u> NO	Page <u> </u> ¶ <u> </u>
(11) Provisions that require or prohibit specific terms in the debtor's plan.	<u> X </u> YES <u> </u> NO	Page <u>25-26</u> ¶ <u>20</u>
(12) Provisions establishing that proposing a plan inconsistent with the order constitutes a default.	<u> </u> YES <u> X </u> NO	Page <u> </u> ¶ <u> </u>
(13) Provisions that waive surcharge under 11 U.S.C. § 506(c).	<u> X </u> YES <u> </u> NO	Page <u>21</u> ¶ <u>16</u>
(14) Provisions that address the rights and obligations of guarantors or co-obligors.	<u> </u> YES <u> X </u> NO	Page <u> </u> ¶ <u> </u>
(15) Provisions that prohibit the debtor from seeking approval to use cash collateral without the secured creditor's consent.	<u> </u> YES <u> X </u> NO	Page ** ¶ <u> </u>
(16) Provisions that purport to bind a subsequent trustee.	<u> X </u> YES <u> </u> NO	Page <u>33</u> ¶ <u>25</u>
(17) Provisions that obligate the debtor to pay any of a secured creditor's professional fees.	<u> </u> YES <u> X </u> NO	Page <u> </u> ¶ <u> </u> DIP fees and Costs will include Professional Fees of DIP Lender

** Not in Order but will be a default under the DIP Loan documents

Dated: March 10, 2020

Respectfully Submitted,

KELLER & ALMASSIAN, PLC

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